

Certificate of Notice Page 1 of 3  
United States Bankruptcy Court  
Eastern District of Pennsylvania

In re:  
Kelly McIntyre  
Debtor

Case No. 19-15255-elf  
Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: Randi  
Form ID: pdf900

Page 1 of 1  
Total Noticed: 1

Date Rcvd: Jan 07, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 09, 2020.

db Kelly McIntyre, 29 Holly Drive, Hatboro, Pa 19040-1504

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jan 09, 2020

Signature: /s/Joseph Speetjens

---

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 7, 2020 at the address(es) listed below:

CAROL B. MCCULLOUGH on behalf of Debtor Kelly McIntyre mccullougheisenberg@gmail.com,  
cbmccullough64@gmail.com

KEVIN G. MCDONALD on behalf of Creditor Deutsche Bank National Trust Company, As Trustee Et  
Al... bkgroup@kmlawgroup.com

REBECCA ANN SOLARZ on behalf of Creditor Toyota Motor Credit Corporation  
bkgroup@kmlawgroup.com

REBECCA ANN SOLARZ on behalf of Creditor Deutsche Bank National Trust Company, As Trustee Et  
Al... bkgroup@kmlawgroup.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 6

stip does not directly  
affect plan. confirmation  
1/28/2020

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Kelly McIntyre

Debtor

CHAPTER 13

Toyota Motor Credit Corporation

Movant

vs.

NO. 19-15255 ELF

Kelly McIntyre

Debtor

William C. Miller, Esquire

Trustee

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearages referenced in the motion have been cured, and Debtor(s) is/are currently due for a partial payment of \$13.45 for December 2019's payment amount, which Debtor shall make on or before December 31, 2019.
2. Debtor(s) shall maintain post-petition contractual monthly loan payments due to Movant going forward, beginning with the payment due January 13, 2020 in the amount of \$548.85.
3. In the event that the payments under Section 2 above are not tendered, the Movant shall notify Debtor(s) and Debtor(s) attorney of the default in writing and the Debtor(s) may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant immediate relief from the automatic stay, under which the stay provided by Bankruptcy Rule 4001(a)(3) is waived.
4. The stay provided by Bankruptcy Rule 4001(a)(3) is waived with respect to any Court Order approving of this stipulation and/or ordering relief per the terms agreed upon herein.
5. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
6. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

7. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.

Date: December 10, 2019

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: 12/19/19

Carol B. McCullough  
Carol B. McCullough, Esquire  
Attorney for Debtor

Date: 12/30/19

William C. Miller  
William C. Miller, Esquire  
Chapter 13 Trustee

NO OBJECTION  
\*without prejudice to any  
trustee rights and remedies.

## ORDER

Approved by the Court this 7th day of January 2020, ~~2019~~. However, the court retains discretion regarding entry of any further order.

Eric L. Frank  
Bankruptcy Judge  
Eric L. Frank